

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND

FILED  
U.S. DISTRICT COURT  
DISTRICT OF MARYLAND

2012 JAN 13 P 1:36

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JUDITH JOSEY  
PO BOX 32396  
PIKESVILLE, MD 21282

Plaintiff.

CIVIL ACTION NO.

**WDQ12CV0144**

-v-

NCO FINANCIAL SYSTEMS, INC.  
507 PRUDENTIAL ROAD  
HORSHAM, PA 19044

Defendant.

**COMPLAINT**

Plaintiff, JUDITH JOSEY, hereby sues Defendant, NCO FINANCIAL SYSTEMS, INC. and alleges:

**PRELIMINARY STATEMENT**

1. This is an action for damages brought for violations of the Fair Credit Reporting Act (FCRA) 15 U.S.C. §1681 *et seq.*, violations of the Fair Debt Collection Practices Act (FDCPA) 15 U.S.C. § 1692 *et seq.*, violations of the Maryland Consumer Protection Laws, and violations of the MARYLAND Consumer Protection laws.

**JURISDICTION AND VENUE**

2. The jurisdiction of this Court is conferred by 15 U.S.C. §1681p.
3. Venue is proper in this District pursuant to 28 U.S.C. §1391b.
4. Plaintiff, JUDITH JOSEY, is a natural person and is a resident of the State of Maryland.
5. Defendant, NCO FINANCIAL SYSTEMS, INC., is a Pennsylvania State Corporation.

6. All conditions precedent to the bringing of this action have been performed, waived or excused.

### **FACTUAL ALLEGATIONS**

7. On May 28, 2010, October 8, 2010, December 11, 2010, April 15, 2011 and July 28, 2011 NCO FINANCIAL SYSTEMS, INC. obtained Plaintiffs' consumer report without permissible purpose.
8. NCO FINANCIAL SYSTEMS, INC. is reporting adverse information on Plaintiffs' Equifax, Experian and TransUnion consumer reports.
9. Plaintiff contends that the illegal actions of the Defendants have harmed the Plaintiff, resulting in a reduction of her credit score, mental anguish, humiliation, a loss of reputation, and expenditures for attorney's fees and costs.

### **COUNT I**

#### **VIOLATION OF FAIR CREDIT REPORTING ACT (FCRA), 15 U.S.C. §1681 WILLFUL NON-COMPLIANCE BY DEFENDANT, NCO FINANCIAL SYSTEMS, INC.**

10. Paragraphs 1 through 9 are realleged as though fully set forth herein.
11. Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C. §1681a(c).
12. NCO FINANCIAL SYSTEMS, INC. is a furnisher of information within the meaning of the FCRA, 15 U.S.C. §1681s-2.
13. NCO FINANCIAL SYSTEMS, INC. willfully violated the FCRA. Defendant's violations include, but not limited to, the following:
  - (a) NCO FINANCIAL SYSTEMS, INC. willfully violated 15 U.S.C. §1681b(f) by obtaining Plaintiff's consumer report without a permissible purpose as defined by 15 U.S.C. §1681b.

WHEREFORE, Plaintiff demands judgment for damages against NCO FINANCIAL SYSTEMS, INC. for actual, statutory, and punitive damages, attorney's fees and costs, pursuant to 15 U.S.C. §1681n.

### **COUNT II**

#### **VIOLATION OF FAIR CREDIT REPORTING ACT (FCRA), 15 U.S.C. §1681**

**NEGLIGENT NON-COMPLIANCE BY DEFENDANT, NCO FINANCIAL SYSTEMS, INC.**

14. Paragraphs 1 through 13 are realleged as though fully set forth herein.
15. NCO FINANCIAL SYSTEMS, INC. is a furnisher of information within the meaning of the FCRA, 15 U.S.C. §1681s-2.
16. NCO FINANCIAL SYSTEMS, INC. negligently violated the FCRA. Defendant's violations include, but are not limited to, the following:
  - (a) NCO FINANCIAL SYSTEMS, INC. negligently violated 15 U.S.C. §1681b(f) by obtaining Plaintiff's consumer report without a permissible purpose as defined by 15 U.S.C. §1681b.

WHEREFORE, Plaintiff demands judgment for damages against NCO FINANCIAL SYSTEMS, INC. for actual damages, and attorney's fees and costs, pursuant to 15 U.S.C. §1681o.

**COUNT III  
VIOLATION OF FAIR DEBT COLLECTIONS PRACTICES ACT (FDCPA), 15 U.S.C. §1692 WILLFUL NON-COMPLIANCE BY DEFENDANT NCO FINANCIAL SYSTEMS, INC.**

17. Paragraphs 1 through 16 are realleged as though fully set forth herein.
18. Plaintiff is a consumer within the meaning of the FDCPA, 15 U.S.C. §1692.
19. NCO FINANCIAL SYSTEMS, INC. is a Debt Collector within the meaning of the FDCPA, 15 U.S.C. §1692.
20. NCO FINANCIAL SYSTEMS, INC. willfully violated the FDCPA. Defendant's violations include, but are not limited to, the following:
  - (a) NCO FINANCIAL SYSTEMS, INC. willfully violated 15 U.S.C. §1692e(10) when they used false representation or deceptive means to collect a debt or obtain information about Plaintiff by obtaining Plaintiff's consumer report without a permissible purpose.

WHEREFORE, Plaintiff demands judgment for damages against NCO FINANCIAL SYSTEMS, INC. for actual damages, and attorney's fees and costs, pursuant to 15 U.S.C. §1692

**COUNT IV**  
**VIOLATION OF FAIR DEBT COLLECTIONS PRACTICES ACT (FDCPA), 15**  
**U.S.C. §1692 NEGLIGENT NON-COMPLIANCE BY DEFENDANT NCO**  
**FINANCIAL SYSTEMS, INC.**

21. Paragraphs 1 through 20 are realleged as though fully set forth herein.
22. Plaintiff is a consumer within the meaning of the FDCPA, 15 U.S.C. §1692.
23. NCO FINANCIAL SYSTEMS, INC. is a Debt Collector within the meaning of the FDCPA, 15 U.S.C. §1692.
24. NCO FINANCIAL SYSTEMS, INC. negligently violated the FDCPA. Defendant's violations include, but are not limited to, the following:
  - (a) NCO FINANCIAL SYSTEMS, INC. negligently violated 15 U.S.C. §1692e(10) when they used false representation or deceptive means to collect a debt or obtain information about Plaintiff by obtaining Plaintiff's consumer report without a permissible purpose.

WHEREFORE, Plaintiff demands judgment for damages against NCO FINANCIAL SYSTEMS, INC. for actual damages, and attorney's fees and costs, pursuant to 15 U.S.C. §1692.

**COUNT V**  
**VIOLATION OF MARYLAND CONSUMER PROTECTION LAWS WILLFUL**  
**NON-COMPLIANCE BY DEFENDANT NCO FINANCIAL SYSTEMS, INC.**

25. Paragraphs 1 through 24 are realleged as though fully set forth herein.
26. Plaintiff is a consumer within the meaning of the MCDCA § 14-201
27. Defendant, NCO FINANCIAL SYSTEMS, INC. are debt collectors within the meaning of the MCDCA

28. Defendant, NCO FINANCIAL SYSTEMS, INC. is a "collection agency" and thereby violated Maryland law. Defendants' violations include, but are not limited to, the following:

- a. Violating MCDCA, Md. Code Ann., Com. Law § 14-202 by willfully claiming, attempting, or threatening to enforce a right with knowledge that the right does not exist.

WHEREFORE, Plaintiff demands judgment for damages against Defendants for actual or statutory damages, and punitive damages, attorney's fees and costs, pursuant to MCDCA, Md. Code Ann., Com. Law § 14-203.

**COUNT VI**  
**VIOLATION OF MARYLAND CONSUMER PROTECTION LAWS**  
**NEGLIGENT NON-COMPLIANCE BY DEFENDANT NCO FINANCIAL**  
**SYSTEMS, INC.**

29. Paragraphs 1 through 28 are realleged as though fully set forth herein.

30. Plaintiff is a consumer within the meaning of the MCDCA § 14-201

31. Defendant, NCO FINANCIAL SYSTEMS, INC., are debt collectors within the meaning of the MCDCA.

32. Defendant, NCO FINANCIAL SYSTEMS, INC. is a "collection agency" and thereby violated Maryland law. Defendants' violations include, but are not limited to, the following:

- a. Violating MCDCA, Md. Code Ann., Com. Law § 14-202 by negligently claiming, attempting, or threatening to enforce a right with knowledge that the right does not exist.

WHEREFORE, Plaintiff demands judgment for damages against Defendants for actual or statutory damages, and punitive damages, attorney's fees and costs, pursuant to MCDCA, Md. Code Ann., Com. Law § 14-203.

**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a Trial by Jury of all issues so triable as a matter of law.

Dated: 1/13/2012



JUDITH JOSEY

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